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MAINTENANCE AGREEMENT FOR CLAIRBORNE AT LEXINGTON FARMS

THIS DECLARATION, made this day of September 26, A.D., 1988, by Reston Corporation, a corporation of the State of Delaware, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land situate in Pencader Hundred, New Castle County and State of Delaware, being 173.0746 acres as shown on Record Major Subdivision Plan of Clairborne at Lexington Farms, prepared by Ramesh C. Batta Associates, dated June 9, 1988, which land is designated for the construction of single family homes with appurtenant open space.

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its successors and assigns, who is the owner of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That the Declarant does covenant and declare that it shall hold and stand seized of all that certain parcel of land situate in Pencader Hundred, New Castle County and State of Delaware, as it appears on the Record Major Subdivision Plan of Clairborne at Lexington Farms under and subject to the following covenants and agreements, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots appearing on said Plan of Clairborne at Lexington Farms and for the benefit of New Castle County.

1. In order that the private open spaces, as set forth on said Plan, shall be maintained according to the provisions of Sections 20-70 (c) and (d) of the New Castle County Code, there shall be organized as provided in Paragraph 3 hereof, a maintenance corporation whose members shall be the record owners of lots shown on said Plan.

(a) The purchaser of any lot of land by the acceptance of a deed to said land, obligates and binds himself, his heirs and assigns, to become a member of the aforesaid maintenance corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said corporation.

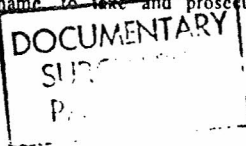
(b) Each owner of any lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the maintenance corporation when necessary, annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided, provided that all assessments must be fixed at a uniform rate for all lots. The owner of any lot agrees, at the time of settlement for the purchase of said lot, to sign a confession of judgment, obligating him to pay to the maintenance corporation his share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement on any lot within the subdivision, the maintenance corporation may collect the equivalent of two (2) years of assessments for the maintenance costs associated with the maintenance of the common areas. The assessments levied by the maintenance corporation shall be used exclusively for the purpose of maintaining said open space.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten Per Centum (10) per annum, and the maintenance corporation may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or abandonment of his lot.

(e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the maintenance corporation, including prior unpaid assessments.

(f) By his acceptance of title, each owner shall be held to vest in the maintenance corporation the right and power in its own name to take and prosecute all



actions or suits, legal, equitable, or otherwise, which may be, in the opinion of the maintenance corporation, necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(h) Declarant hereby grants to New Castle County, its successors and assigns, the right, privilege and authority to enter said premises and maintain said open space at the expense of the owners of said lots. In the event that New Castle County elects to maintain the open space as set forth above, all expenses of maintenance shall be assessed prorata against the owners of each lot, and each such assessment shall, from the time of its recordation in the Office of the Recorder of Deeds, become a lien upon such parcel from the time of recording, and shall have priority in relation to other liens, either general or special, including mortgages or other liens, according to the time of recording of such liens in the proper office, notwithstanding the provision of paragraphs 1 (g). Each owner of any parcel, by acceptance of a deed thereto, shall be deemed to have covenanted and agreed to pay said assessments to New Castle County, New Castle County may, at its option, either foreclose its lien by appropriate legal means or seek whatever other legal means are available to enforce collection of such assessments.

2. The maintenance corporation shall be responsible for maintenance of all drainage swales located in the open space as shown on the Record Major Subdivision Plan of Clairborne at Lexington Farms. It shall be the responsibility of the owners of individual lots across which drainage swales or parts of drainage swales traverse, as shown on the said Record Major Subdivision Plan to maintain those swales. In the event that owners do not properly maintain the swale areas by mowing on a regular basis during the grass growing season and by keeping the swale areas free of obstructions, including silt, then the maintenance corporation shall have the right and the duty to enter upon the lot of any owner who fails to maintain as aforesaid, in order that the maintenance corporation may so maintain the area. In the event that entry as aforesaid shall become necessary, then the cost of maintenance incurred by the maintenance corporation shall be added to the assessment for the lot for which such cost was incurred. Such additional assessment shall be billed within ten (10) days after the cost is incurred by the Association, and shall be due immediately. By acceptance of a deed for a lot, each lot owner shall be deemed to have granted unto the maintenance corporation and its officers, employees, servants, or independent contractors acting upon the authority of said maintenance corporation, an easement to enter upon such lot for the purposes described herein.

3. There shall be no trees, shrubbery, structures, fences or other obstructions placed in any drainage easements shown on the Record Major Subdivision Plan of Clairborne at Lexington Farms.

4. Declarant shall incorporate under the laws of the State of Delaware, prior to the conveyance of the first lot hereunder to a homeowner, a non-profit corporation to be known as a "maintenance corporation" for the benefit of all owners, which maintenance corporation shall be charged with the duty of maintaining said open space, in the condition required by the aforesaid New Castle County Ordinance.

5. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

6. Declarant, for itself, its successors and assigns, grants to the lot owners the free and uninterrupted use, of all the open space as shown on the said Plan of Clairborne at Lexington Farms in common with others entitled thereto forever. Each lot owner, by acceptance of a deed, grants to all other lot owners, their guests, invitees, and licensees, the free and uninterrupted use of all the open space and grants to the maintenance corporation the right to come upon any lot owner's lot for purposes of maintaining the open space.

7. The following definitions are applicable hereto:

(a) "Corporation" shall mean and refer to the "maintenance corporation", its successors and assigns, and to the properly named corporate entity to be formed as provided hereunder.

(b) "Lot" shall mean and refer to lots as shown on the said Record Major Subdivision Plan of Clairborne at Lexington Farms.

(c) "Member" shall mean and refer to every person or entity who holds membership in the corporation.

(d) "Owner" shall mean and refer to the record owner of a fee simple title to the lots as shown on the said Plan of Clairborne at Lexington Farms.

(e) "Declarant" shall mean and refer to Reston Corporation, its successors and assigns.

78. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of three-fourths (3/4) of the then record owners of lots and of the New Castle County Council.

IN WITNESS WHEREOF, the said Reston Corporation, a corporation of the State of Delaware, has caused its name by Gary M. Farrar, its President, to be hereunto set, and the common and corporate seal of said corporation to be hereunto affixed, fully attested by its Secretary the day and year first above written.

RESTON CORPORATION

Gary M. Farrar
Gary M. Farrar, President

Rence Mosch
Rence Mosch, Secretary

STATE OF DELAWARE)
SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this *20th* day of *September*, 1988, personally came before me, the Subscriber, a Notary for the State and County aforesaid, Gary M. Farrar, President of Reston Corporation, a corporation existing under the laws of the State of Delaware, party to this instrument, known to me to be such, and acknowledged this instrument to be his act and deed and the act and deed of said Corporation, and that the signature thereto is in his own proper handwriting.

Given under my hand and seal of office, the day and year aforesaid.

Caroline H. [Signature]
Notary Public

OCT 31 1988 2:10 WILLIAM M. HONEY, Recorder

REC'D FOR RECORD